

JPA / ECS File No.: 05-116  
AG Contract No.: KR06-0369TRN  
Project No.: 70 GH 336  
Project: Traffic Signal  
Section: US70 & 3<sup>rd</sup> Ave.  
**TRACS No.: HX180 01C / 01D**  
**Budget Source Item Nos.: 70206,**  
**71206**

## INTERGOVERNMENTAL AGREEMENT

BETWEEN  
THE STATE OF ARIZONA  
AND  
TOWN OF THATCHER

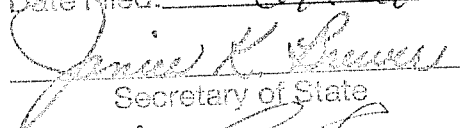
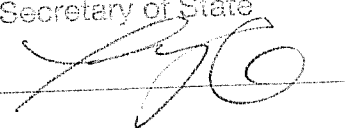
**THIS AGREEMENT** is entered into this date June 16, 2006, pursuant to the Arizona Revised Statutes § 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the TOWN OF THATCHER, acting by and through its MAYOR and TOWN COUNCIL (the "Town").

### I. RECITALS

1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
2. The Town is empowered by Arizona Revised Statutes § 9-240 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the Town.
3. The State and the Town desire to participate in the design and construction of a new warranted traffic signal. This traffic signal, currently estimated at \$305,000.00, is located at the intersection of US 70 and 3<sup>rd</sup> Avenue, Milepost (MP) 336, hereinafter referred to as the "Project". The total Project estimate includes \$58,000.00 for design costs, plus \$247,000.00 for construction costs (including construction engineering). The State will provide 50% of the total funding for the Project and maintenance of the traffic signal. The Town will contribute 50% of the total funding for the Project and be responsible for obtaining electrical power to operate the traffic signal.
4. The parties hereto agree to and acknowledge the following conditions: a) The estimated monetary amounts referenced in this Agreement are subject to change and could change substantially before completion of the Project; b) The parties shall perform their responsibilities consistent with this Agreement; and c) Any change or modification to the Project will only occur with mutual written consent of both parties.

**THEREFORE**, in consideration of the mutual agreements expressed herein, it is agreed as follows:

---

NO. 28278  
Filed with the Secretary of State  
Date Filed: 6/16/06  
  
Secretary of State  
By: 

**II. SCOPE OF WORK**

## 1. The State shall:

a. Prepare and provide design plans, specifications and other such documents and services required for the construction bidding and construction of the Project, and submit same to the Town as appropriate.

b. Advertise for bids and award one or more construction contract(s) for the Project. Administer contract(s) for the Project and make all payments to the contractor(s). Be responsible for contractor claims for additional compensation caused by the Project delays attributable to the State.

c. Upon completion of the Project, perform the final inspection and notify the Town in writing that the Project has been constructed in accordance with the project documents and has been satisfactorily completed.

d. Upon completion and acceptance of the Project by the State, provide maintenance for the traffic signal, all at the State's expense.

e. Upon execution of this Agreement, provide the Town with an itemized list estimating the Project costs along with an invoice for reimbursement to the State for its 50% share of the total costs, currently estimated at \$152,500.00. Once the Project costs have been finalized, the State will either invoice or reimburse the Town for the difference between estimated and actual costs.

## 2. The Town shall:

a. Review the design documents required for construction of the Project, and provide comments to the State as appropriate.

b. In the event unforeseen conditions or circumstances increase the cost of said work necessitated by change in the Project's scope of work, such additional costs shall require prior approval of the State. All costs attributable to any engineering change orders requested by the Town shall be the sole responsibility of the Town for payment.

c. Be responsible for contractor claims for additional compensation caused by Project delays attributable to the Town.

d. Upon completion of the Project by the State, the Town will be responsible for obtaining all electrical power to operate the traffic signal, all at the Town's expense.

e. Upon execution of this Agreement and receipt of an invoice from the State, remit to the State the Town's 50% share of total costs, currently estimated at \$152,500.00. Once the Projects costs have been finalized, and upon receipt of an invoice from the State, remit an amount equal to the excess of actual costs over estimated costs as needed.

**III. MISCELLANEOUS PROVISIONS**

1. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion and reimbursements, provided herein. However, any provisions for electrical power to operate the traffic signal provided by the Town shall be perpetual. This Agreement may be cancelled at any time prior to the award of a Project construction contract, upon a thirty-day (30) written notice to the other party. It is understood and agreed that, in the event the Town fails to budget or provide for electrical power, as set forth in this Agreement, the State shall in no way be obligated to maintain said Project.

2. This Agreement shall become effective upon filing with the Secretary of State.
3. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.
4. The provisions of Arizona Revised Statutes § 35-214 are applicable to this Agreement.
5. In the event of any controversy, which may arise out of this Agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes § 12-1518.
6. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail, addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 S. 17<sup>th</sup> Avenue, Mail Drop 616E  
Phoenix, Arizona 85007  
(602) 712-7525  
(602) 712-7424 Fax

Town Manager  
Attn: Terry Hinton  
3700 W. Main St.  
Thatcher, Arizona 85552  
Phone: 928-428-2290  
Fax: 928-428-7061

7. This Agreement is subject to all applicable provisions of the Americans with Disability Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable Federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 99-4 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

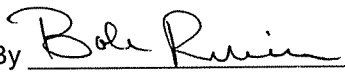
8. Non-Availability of Funds: Every payment obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.

9. In accordance with Arizona Revised Statutes § 11-952 (D) attached hereto and incorporated herein is the written determination of each party's legal counsel and that the parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

---

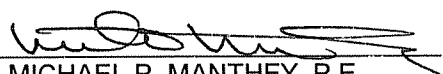
**IN WITNESS WHEREOF**, the parties have executed this Agreement the day and year first above written.

**TOWN OF THATCHER**

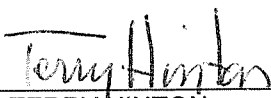
By   
BOB RIVERA  
Mayor

**STATE OF ARIZONA**

Department of Transportation

By   
MICHAEL P. MANTHEY, P.E.  
State Traffic Engineer

**ATTEST:**

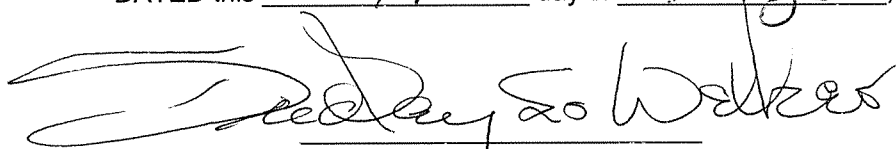
By   
TERRY HINTON  
Town Manager/Clerk

**ATTORNEY APPROVAL FORM FOR THE TOWN OF THATCHER**

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the TOWN OF THATCHER, an Agreement among public agencies which, has been reviewed pursuant to A.R.S. § 11-951 through § 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the Town under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement.

DATED this 17<sup>th</sup> day of May, 2006.


  
\_\_\_\_\_  
Town of Thatcher Attorney

## RESOLUTION NO. 494-2006

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF THATCHER, GRAHAM COUNTY, ARIZONA, AUTHORIZING THE MAYOR AND MANAGER TO EXECUTE FOR AND ON BEHALF OF THE TOWN OF THATCHER, ARIZONA, AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF THATCHER AND THE STATE OF ARIZONA FOR CONSTRUCTION FUTURE MAINTENANCE AND REIMBURSEMENT OF THE 3<sup>RD</sup> AVENUE TRAFFIC SIGNAL PROJECT.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE TOWN OF THATCHER, GRAHAM COUNTY, ARIZONA, that the Mayor and Manager are hereby authorized to execute for and on behalf of the Town of Thatcher, Arizona, the attached Intergovernmental Agreement between the Town and the State of Arizona, which agreement is duly presented to the Town Council, and which Agreement is hereby approved.

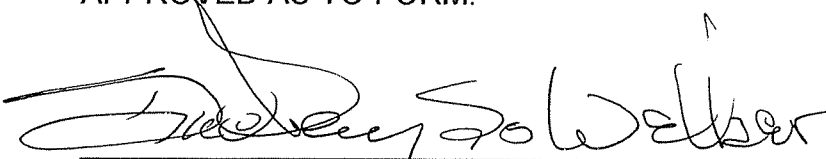
**PASSED AND ADOPTED** by the Town Council of the Town of Thatcher, Graham County, Arizona, this 9<sup>TH</sup> day of May, 2006.

  
Robert Rivera, Mayor

ATTEST:

  
Lona Duncan, Town Clerk

APPROVED AS TO FORM:

  
Dudley Welker, Town Attorney

**MINTUES OF MEETING AND PUBLIC HEARING OF THE  
THATCHER TOWN COUNCIL  
May 9, 2006**

MEMBERS PRESENT: Mayor, Bob Rivera  
Vice Mayor, Doug Hoopes  
Council Members: Eric Merriman, Ken Larson,  
Charles Morris, Donald Innes

MEMBERS ABSENT: Bill Mulleneaux

ALSO PRESENT: Terry Hinton, Town Manager  
Mike McEuen, Chief of Police  
Heath Brown, Town Engineer  
Dudley Welker, Town Attorney  
Lona Duncan, Town Clerk

VISTORS: Barbara Stailey, Tristan Curtis, Wyatt Palmer,  
Steph Robinson, Bob Moss, Michael R  
Pawlowski, Jeff Martin, Chris Martin, Chad  
Crockett, Dallin, Ethan & Rex Bryce, Trent  
Christensen, Greg Larang, Eloy Cota, Marnie  
Ramirez, Jerry Robinson, E Lee, Dennis Layton

**AGENDA**

Mayor Rivera called the meeting to order at 7:00 p.m. establishing that there was a Quorum. He said God Bless our Troops, Family and America.

Pledge of Allegiance lead by Charles Morris.

Roll Call.

**PUBLIC HEARINGS**

A. Preliminary Plat for Costa Ranches Subdivision.

Greg Larang from Trueline Engineering stood and told Council that since the P&Z meeting they made a change in the map to correct the reason for denial of not having the 50 ft street for Porter Lane. There are two lots at the front # 3 and # 8 that are less than 8000 sq ft. If you will notice at the intersection of Porter Lane and 1<sup>st</sup> Street there is an additional 21ft of right a way that can be procured. What we are asking tonight is the approval of the plat contingent on that procurement. Wayne Flake stood and said he was pro growth but I am against the zoning of R2. R1 would be more consistent with the other developments in the Town. I object to the high densities of the homes. Mike Pawlowski stood and stated that he would

Councilman Larson made motion to change the Police Policy to accept the response time of 7 minutes to the Town limits. Councilman Morris seconded the motion. The vote was unanimous. Motion passed

### **NEW BUSINESS:**

A. Facility Use Agreement with EAC.

Terry explained that this is similar to last school year. Chief Payne & Fire Department reviewed it and concur with it. Attorney Welker stated that the agreement it's self was fine but that the signatures need to be the President of the Board not the College.

Councilman Merriman made motion to accept the Facility Use Agreement. Vice Mayor Hoopes seconded the motion. The vote was unanimous. Motion passed

B. IGA with ADOT for 3<sup>rd</sup> Avenue Traffic Signal.



Terry explained that the Resolution No. 494-2006 and the agreement need to be passed in order to go on further with the stop light for 3<sup>rd</sup> Avenue. The only thing that has changed since we started this project is the cost which started at \$75,000.00 and now is about \$150,000.00. Attorney Welker has reviewed the agreement.

Councilman Innes made motion to accept the IGA with ADOT and the Resolution No. 494-2006. Councilman Merriman seconded the motion. The vote was unanimous. Motion passed

C. Preliminary Plat for Costa Ranches Subdivision decision.


Terry said a couple of things he could answer was the width of the roads is correct that is what Daley Estes has. Councilman Innes ask what that was and Terry stated 40ft of pavement and 2ft of curbing and then the sidewalk. Councilman Innes also said he had a concern on the length of the roads they need to be broken up some how they are like a race way. He ask if there could be a 4 way stop to break it up or speed bumps. Councilman Morris said he was concerned about the half street and the procurement of the 21ft and he agreed that the streets were very long.

Councilman Innes made motion to deny the plat until such time that the 21ft has be obtained and cross roads have been put in. Councilman Morris seconded the motion. The vote was 5 yes to den and one no Mayor Rivera. The Motion passed.

### **INFORMATIONAL ITEMS:**

A. Manager's Report: Street Projects, Utility Projects, etc.

Terry said they are just about to complete the sewer line on 12<sup>th</sup> street we have

<p><b>TERRY GODDARD</b> Attorney General</p>	 <p><b>OFFICE OF THE ATTORNEY GENERAL</b> STATE OF ARIZONA</p>	<p><b>CIVIL DIVISION</b> <b>TRANSPORTATION SECTION</b> Writer's Direct Line: 602.542.8855 Facsimile: 602.542.3646 E-mail: Susan Davis@azag.gov</p>
--	--	--

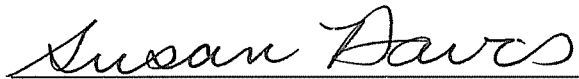
**INTERGOVERNMENTAL AGREEMENT**  
**DETERMINATION**

A.G. Contract No. KR06-0369TRN (**JPA 05-116**), an Agreement between public agencies, i.e., The State of Arizona and Town of Thatcher, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED: June 8, 2006

TERRY GODDARD  
Attorney General

  
SUSAN E. DAVIS  
Assistant Attorney General  
Transportation Section

SED:mjf:964262  
Attachment